

ATTACHMENT A

Property Legal Descriptions

House	Legal Description
John Day 5 th St	A parcel in the SW1/4SW1/4, Section 23, T. 13 S., R. 31 E. W.M., more particularly described as follows: Lot 121, Beswick Addition to John Day, City of John Day, Grant County, Oregon, according to the plat thereof filed for record in the office of the clerk of said county and state on July 1, 1953, in Book 2 of Town plats, at page 15.
John Day Lamford St	A parcel in the NE1/4NW1/4, Section 26, T13S, R31E, W.M., being a portion of Block "J", City of John Day, Grant County, Oregon, and more particularly described as follows: Commencing at a point, the true point of beginning, 976 feet SOUTH and 1153 feet WEST from the North 1/4 Corner of said Section 26, said point being the Northeast Corner of parcel; Thence S61d24'E 142.5 feet to a point; Thence S51d49'W 233.2 feet to a point; Thence N32d43'W 109.6 feet to a point; Thence N44d19'E 168.0 feet to the true point of beginning.
Prairie City 935 Overholt St	A parcel in the SE1/4NW1/4, Section 11, T. 13 S., R. 33 E., W.M., more particularly described as follows: Lot 17 of the <u>Replat of Lots 4-14 and the south 1/2 of Lots 3 and 15, and that portion of the vacated alley that inured thereto, all in Block 58, Prairie City Land Company's 1st Addition, City of Prairie City, Grant County, Oregon,</u> according to the plat thereof filed for record in the office of clerk of said county and state January 25, 2005.
Prairie City 945 Overholt St	A parcel in the NE1/4SW1/4, Section 11, T. 13 S., R. 33 E., W.M., more particularly described as follows: Lot 18 of the <u>Replat of Lots 4-14 and the south 1/2 of Lots 3 and 15, and that portion of the vacated alley that inured thereto, all in Block 58, Prairie City Land Company's 1st Addition, City of Prairie City, Grant County, Oregon,</u> according to the plat thereof filed for record in the office of clerk of said county and state January 25, 2005.

Prairie City 12 th St.	A parcel in the NE1/4SW1/4, Section 11, T. 13 S., R. 33 E., W.M., more particularly described as follows: Lot 19 of the <u>Replat of Lots 4-14 and the south 1/2 of Lots 3 and 15, and that portion of the vacated alley that inured thereto, all in Block 58, Prairie City Land Company's 1st Addition, City of Prairie City, Grant County, Oregon,</u> according to the plat thereof filed for record in the office of clerk of said county and state January 25, 2005.
Burns E St.	A parcel in the NW1/4SE1/4, Section 7, T. 23 S., R. 31 E., W.M., more particularly described as follows: Block A, Burns 2 nd Addition, City of Burns, Harney County, Oregon; Beginning at the northeast corner of Block A, the true point of beginning; Thence EAST 80 feet to a point; Thence SOUTH 150 feet to a point; Thence WEST 80 feet to a point on the east line of Block A; Thence NORTH 150 feet to a point which is the true point of beginning.
Burns Diamond St.	A parcel in the NW1/4NW1/4, Section 18, T. 23 S., R. 31 E., W.M., more particularly described as follows: South 35 feet of Lot 2 and the North 35 feet of Lot 3, Block 13, Voegtly's 2nd Addition, City of Burns, Harney County, Oregon.
Burns Alvord St.	A parcel in the NW1/4NW1/4, Section 18, T. 23 S., R. 31 E., W.M., more particularly described as follows: South 35 feet of Lot 7 and the North 35 feet of Lot 6, Block 24, Voegtly's 2nd Addition, City of Burns, Harney County, Oregon.
Hines Saginaw St.	<p>TRACT I: A tract of land in SW1/4NE1/4 of Section 23, T.23S., R30E., W.M.,City of Hines, Harney County, Oregon, more particularly described as follows: Beginning at a point which is the true point of beginning and N. 27d20'50"E. 175 feet from the point of intersection of the center line of Barnes Avenue West and the west line of Saginaw Avenue in the City of Hines; Thence N. 62d39'10"W. 100 feet; Thence N.27d20'50"E. 130.2 feet; Thence S. 62d39'10" E. 100 feet; Thence S. 27d20'50"W. 130.2 feet to the true point of beginning.</p> <p>TRACT II: A tract of land in SW1/4NE1/4 of Section 23, T.23S., R30E., W.M.,City of Hines, Harney County, Oregon, more particularly described as follows:Beginning at a point, which is the true point of beginning, and N. 27d20'50"E. 175 feet from the point of intersection of the center line of Barnes Avenue West and the west line of Saginaw Avenue in the City of Hines; Thence N. 62d39'10" W. 100 feet, Thence S.27d20'50"W. 25 feet; Thence S. 62d39'10" E. 100 feet; Thence N.27d20'50"E. 25 feet to the true point of beginning.</p>

ATTACHMENT B

Easements, Reservations and Outstanding Rights

The following specific easements, reservations and outstanding rights are described under the “Special Exceptions” section of preliminary title reports, and the Special Use Permit and OTEC Powerline Access sections of this IFB and will be shown as “Subject To” on the applicable Deeds granted to successful bidders:

HOUSE	"SUBJECT TO"
John Day 5 th St	None listed in preliminary title report
John Day Lamford St	Easement to California Pacific Utilities Company, for the construction and maintenance of transmission lines and poles. Recorded 12/16/1947, Book 52, p. 514
Prairie City 935 Overholt St, 945 Overholt St., 12 th St.	(This is a summary) Reservations contained in the Plat of Prairie City Land Company's First Addition to the Town of Prairie City, Grant County, Oregon. Recorded 4/26/1900, Book Q, p. 580. (Note: This is a dedication to the public of avenues, streets, alleys, and highways for the purpose of travel, and excepts red lines on the plat from the dedication)
	(This is a summary) Easement for utilities over and across ... the vacated alley... if any such exist. (Note: There is an Oregon Trail Electric Cooperative powerline in this location)
	As mentioned in the Special Use Permit section of this IFB, the successful bidder is required to grant an easement to the City of Prairie City for an existing sewage line.
935 Overholt St.	As mentioned in the OTEC Powerline Access section of this IFB, the Purchaser is required to grant an easement for access across the driveway of this house property.
Burns E St.	Reservation of minerals, in deed from the Oregon & Western Colonization Company, recorded 2/7/1912, Book N, p. 615 of Deed Records. (Note:The mineral interest or excepted above has not been followed out and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title evidence.)

<p>Burns Diamond St.</p>	<p>Reservation of minerals, in deed from Ella Voegtly, et al, as to a full interest therein, recorded March 22, 1955, in Book 60, p. 40 Deed Records. (Note:The mineral interest or excepted above has not been followed out and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title evidence.)</p> <p>5 ft. utility easement along Easterly end of lot (Note: This is a powerline right of way, but no document was referenced in title report)</p>
<p>Burns Alvord St.</p>	<p>Rights to oil and gas underlying said premises, as disclosed in deed recorded May 16, 1961, in Book 69, p. 291, Deed Records.</p> <p>5 ft. utility easement along easterly end of lot (Note: This is a powerline right-of-way, but no document was referenced in the title report)</p>
<p>Hines Saginaw St.</p>	<p>Easement to the City of Hines, for utilities recorded 8/29/1956, Book 62, P. 270, Deed Records. (Note: This is a buried waterline right of way)</p>

ATTACHMENT C Example Draft Deed

QUITCLAIM DEED

THIS DEED, made this _____ day of _____, 2006, between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture, hereinafter called Grantor, and *[insert purchaser name]* hereinafter called Grantee.

WITNESSETH: The Grantor, as authorized by the Forest Service Conveyances Pilot Program (Title III, Sec. 325, FY 2003 Interior and Related Appropriations Act, P.L. 108-7), and the Forest Service Facility Realignment and Enhancement Act of 2005 (Title V, P.L. 109-54), the provisions of which have been met, has determined that the conveyance is in the public interest.

NOW THEREFORE, the Grantor, for and in consideration of *[insert purchase price]*, the receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, *[insert his or her]* heirs and assigns, all its right, title, interest, and claim in and to the real property situated in the County of *[insert Grant or Harney]*, State of Oregon, a residential parcel more particularly described as follows:

WILLAMETTE MERIDIAN

[insert house property Legal Description provided in Attachment A of this IFB]

Containing *[insert property acreage]*, more or less.

SUBJECT TO:

A. *[insert Special Exceptions as described in Attachment B of this IFB]* NOTE: The title company chosen by the Purchaser may identify additional or different Special Exceptions at the time of issuing the Final Title Policy, which are unknown at this time by the Government

B. CERCLA Notice and Covenant Regarding Hazardous Substances. The notice and covenants contained in this Clause B are required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The **GRANTOR** has furnished the **GRANTEE** with a Hazardous Substance Report on the property described herein.

GRANTOR warrants that it shall take any additional response action found necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially

Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event **GRANTEE**, its successor(s) or assign(s), seeks to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its successor(s) or assign(s), or any party in possession.

GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The above covenants by the **GRANTOR** shall be construed as running with the land, and may be enforced by the **GRANTEE** or the **GRANTEE'S** successor in title in a court of competent jurisdiction.

C. The **GRANTEE**, its successor(s) or assign(s) hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. Accordingly, the **GRANTEE**, its successor(s) or assign(s) heirs hereby agrees to indemnify, release, defend, and hold harmless

the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to any lead-based paint and/or asbestos-containing building material associated with the property. This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

The above covenants by the **GRANTEE**, in this Clause C, shall be construed as running with the land, and may be enforced by the **GRANTOR** in a court of competent jurisdiction.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)) THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

BY MY SIGNATURE I agree to be bound by the requirements of Clause C, above.

By _____
Purchaser(s)

ACKNOWLEDGMENT

STATE OF _____)
_____)ss.
County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State personally appeared _____, known/proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Signature _____
Name (Printed) _____
Notary Public for the State of _____
Residing at _____
My commission expires _____

UNITED STATES OF AMERICA

By KIMBERLY EVART BOWN
Director, Recreation, Lands and
Mineral Resources
Pacific Northwest Region
USDA Forest Service

STATE OF OREGON))ss.
County of Multnomah)

Signature _____
 Name (Printed) _____
 Notary Public for the State of Oregon _____
 Residing at _____
 My commission expires _____